

TOWN OF WARRENTON, VIRGINIA

REQUEST FOR PROPOSAL – WEBSITE DESIGN & DEVELOPMENT

RFP NUMBER: 15-006

CLOSING DATE: NOVEMBER 25, 2014 AT 4:00 PM

ALL BIDS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED

One (1) original and four (4) copies of each proposal, including any attachment, shall be mailed or delivered to:

**Town of Warrenton
Purchasing Agent
18 Court Street
Warrenton, Virginia 20186**

All inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent
18 Court Street
Warrenton, VA 20186

Phone: 540-347-1102
Fax: 540-349-2414
E-mail: staff@warrentonva.gov

For technical information relating to this RFP, please contact:

Bill Sterbinsky
28 Blackwell Road, Suite 102
Warrenton, VA 20186

Phone: 540-349-5370
E-mail: bill@flcomputersolutions.com

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Name	_____	Date	_____
	PRINT OR TYPE COMPANY NAME		
Address	_____	Fax #	_____

Submitted by	_____	Phone #	_____
Signature	_____	FEIN/SSN	_____
	PRINT OR TYPE INDIVIDUAL'S NAME		

**CERTIFICATION PAGE
RETURN THIS PAGE WITH PROPOSAL SUBMISSION**

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The Town of Warrenton is currently seeking proposals from qualified vendors to design and develop a new website for the Town government. The current site (www.warrentonva.gov) was designed over ten years ago and has evolved into its current format. The purpose of this solicitation is to seek proposals from qualified vendors for two distinctive scopes of work that in combination will be used to launch a new and improved website. The first scope of work is to create the graphical design content that will dictate the appearance for a new public facing website and the second scope of work will be to create a new, modern, and fully functional public facing website.

Background

The Town of Warrenton, with a population of approximately 9,800 residents, is located in Northern Virginia about 50 miles west of Washington, DC.

According to Google Analytics, the Town's current website was visited 15,410 times during a recent 3 week period with an average of 3 page views per visit. The website is used by the general public for both informational and transactional services. The current website is also used by Town staff as an intranet to perform certain internal operations. The Town outsources its Information Technology function. The Town's current Managed IT Service vendor will work closely with the selected vendor(s) to integrate existing intranet and extranet functionality into the new website.

Proposal Preparation and Submission

The following information and clarification is provided to assist in the preparation of the proposal:

1. Qualifications of vendor: The vendor must be fully qualified to perform the described services for either or both scopes of work as described herein. Preference will be given to vendors with demonstrated experience with municipal government website design project work. The vendor must submit the following with their proposal:
 - a. At least three (3) samples of relevant website related work history of similar scope, size and complexity that has been completed in the past 2 years.
 - b. At least three (3) verifiable references from current or former clients.
2. Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which

- respond to the Statement of Needs and Scope of Work criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. To assist in the evaluation process, offerors should limit their responses to 25 typed pages, font size shall be no smaller than 10.
3. Any questions related to this Request for Proposal should be submitted to the Technical Point of Contact listed on the first page no later than November 17, 2014. This will allow for adequate time to respond to the question and to notify all bidders of the answer.
 4. If subcontractors or business partners will be used during the performance of this contract, they must be identified in the proposal.
 5. A Statement of Needs & Scope of Work is attached as **Exhibit A**.
 6. The General Terms & Conditions for Services and the Special Terms and Conditions, attached as **Exhibit B**, shall govern this purchase.
 7. Should your proposal contain any proprietary information, please identify those sections on **Exhibit C** and return it with your proposal.
 8. The offeror is responsible for all costs incurred in the development and submission of the proposal.
 9. Payment terms are net, 30 days from date of invoice or approval of invoice by the Department Head, whichever is later.

Evaluation Criteria

Proposals will be evaluated by the Town of Warrenton using the following criteria:

- **Previous experience in the development of websites:** Offeror must present samples/examples of work previously completed that is similar in scope, size and complexity.
- **Years of experience in the website design field:** Offeror should state the number of years they have been in the web design field and provide brief resumes of their experience.
- **Proposed time frame:** Offeror should provide a timeline for completion of the project from start to finish.
- **Ability to work closely with the Town's designated representative:** The Offeror will be required to work closely with the Town's designated project manager.
- **Quality of the content management solution**
- **Understanding of the project:** Offeror should include a description of their understanding of the project in the narrative provided as part of their proposal.
- **References**
- **Proposed cost**

Interviews (Optional)

The Selection Committee will rate each proposal and develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the Selection Committee may conduct interviews with only the top ranked firms.

Award of Contract

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Town shall select the Offeror that in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Town may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement as to why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should the Town determine in writing and in its sole discretion, that only one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's proposal as negotiated.

Procurement Timeline (Projected)

Listed below is the anticipated timeline for this project that may assist the offeror in understanding the process and the Town's anticipated date of award. All dates are approximate.

PROJECTED TIMELINE FOR PROCUREMENT	
TASK	MILESTONE
Deadline for submission of questions about RFP	11/17/2014
Receive Proposals	11/25/2014
Evaluate Proposals	11/26/2014 – 12/15/2014
Conduct Interviews (Optional)	12/15/2014 – 12/29/2014
Award Contract	12/30/2014

Proposal Submission

All Proposals must be signed and sealed in envelopes plainly marked on the outside, **“SEALED PROPOSAL FOR RFP# 15-006 – WEBSITE DESIGN & DEVELOPMENT; CLOSING DATE NOVEMBER 25, 2014 AT 4:00 P.M.”** and delivered to the Purchasing Agent at 18 Court Street, Warrenton, VA 20186. Proposals will be evaluated based on the criteria stated in the specifications.

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EXHIBIT A

STATEMENT OF NEEDS & SCOPE OF WORK

Scope of Work #1 – Website Graphical Design and Layout

The Town of Warrenton is seeking a vendor who can provide the Town with a website design appearance which will meet the following criteria:

- Presents the Town in a favorable light
- Gives an attractive, professional look and feel to the Town website, starting with Home Page
- Is informational and engages audience to further page views, beyond home page
- Provides framework for consistent, intuitive navigation so that information can easily be found
- Can be easily updated, maintained, and administered by Town staff
- Is quick to load on the visitor's browser and viewable on all modern browsers (i.e multi-browser compatible)
- Incorporate responsive web design (RWD) technology to screen sizes ranging from desktop computers to mobile devices (i.e. Smart Phones)
- Provides improved landing page design for Warrenton Aquatic and Recreation Facility
- Provides at least two (2) secondary page designs in HTML5 and CSS 2.1/3 layout
- Option to use rotating Banner images or Slideshow on Home Page

Scope of Work #2 – Website Design, Navigation and Deployment

The Town of Warrenton is seeking a vendor who can provide the Town with a website design, navigation, and deployment which will meet the following criteria and content management capabilities:

- Must be ADA / Section 508 Standards Compliant
- Must provide for easy to use Content Management System (CMS)
- CMS should be browser based administration for non-technical users
- Consistent and easy to understand navigation and navigation structure
- Incorporates Emergency Alerts and Messages posting functionality

- Supports third party Plug Ins and can accommodate current data driven content and applications
- Controllable access by function and levels; user permission and roles
- Can accommodate future links to e-gov services or website
- Printer friendly pages
- Dynamic bread crumbs for navigation
- Premium search functionality including contextual results, PDF indexing, etc.
- Search engine friendly and optimized
- Navigation shall feature Friendly URLs
- All code should be written to be cross-browser and cross-platform compatible
- Access to desired content within “3 clicks” where possible
- Google integration for analytics, search, and webmaster tools
- Archive Features including Agendas/Minutes archive
- Dropdown menus
- Site Map (Dynamic)
- RSS Feeds
- PDF Forms Library

Additional Website Content Requirements:

The following are suggested focus areas for content placement and/or migration to the new website:

- Frequently Asked Questions (FAQs)
- How Do I? Section
- Calendar
- News and announcements
- Fast facts
- Directory of services
- Newcomers guide
- High quality images of Town
- Maps of Town
- Information relevant to each Town department
- “Forms Central” page
- Links to Town Payment systems
- Community events calendar
- Emergency Notification Area (i.e. closed for inclement weather)
- eNewsletter
- Press Releases
- Slideshows and/or Photo Gallery
- Online Submittable Forms

The offeror shall provide recommendations for improvements for the new website based on previous website work performed.

The offeror will migrate and populate content provided by the Town into the new website.

The Town's preference is to host the website locally on existing Microsoft Windows-based servers; however, the offeror may include a separately stated price for hosting in their proposal.

Each offeror shall submit a brief narrative illustrating their understanding of the above project. This narrative should include a price to complete the work and a statement of the work to be performed, including business processes and a timeline for how the project will be completed.

A basic sample of a proposed website design should be submitted. Alternate designs can also be submitted should the offeror choose to offer up several suggestions for review.

The offeror shall be able to provide access to a "developmental website" for use in acceptance testing. The offeror shall also provide training to Town staff assigned to use the content management system.

Vendor Qualifications:

- List a minimum of 3 websites that best reflect your work and relevancy to this project
- Provide a history of your firm
- Describe your experience in producing websites or web design content for municipal sites
- Provide 3 references from current and/or former clients
- Provide background and experience levels of those employees that will be assigned to this project
- List any subcontractors or partnerships you plan to use in this project such as photographers, graphic artist, software programmers, etc.

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Exhibit B

TOWN OF WARRENTON, VIRGINIA GENERAL TERMS AND CONDITIONS SERVICES

1. MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS

Failure to submit a bid/proposal on the official Town form provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.

2. PRECEDENCE OF TERMS

In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

3. CLARIFICATION OF TERMS

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Director of Purchasing or the Department Head whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Director.

4. TESTING/INSPECTION

The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

5. PAYMENT TERMS

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

6. INVOICES

Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

7. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

8. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the bidder/offeror in whole or in part without the written consent of the Town.

9. ANTITRUST

By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.

10. ETHICS IN PUBLIC CONTRACTING

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

11. ANTI-DISCRIMINATION

By submitting their bids/proposals, all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in A and B, below apply:

A. During the performance of this contract, the bidder/offeror agrees as follows:

The bidder/offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offeror. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/offeror is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.

B. The bidder/offeror will include the provisions of A. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

12. INDEMNIFICATION

Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods or equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

13. DEBARMENT STATUS

By submitting their bids/proposals, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

14. APPLICABLE LAW AND COURTS

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought

in the courts of the Commonwealth. The bidder/offeror shall comply with applicable federal, state and local laws and regulations.

15. QUALIFICATIONS OF BIDDERS/OFFERORS

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

16. SAFETY

All contractors and subcontractors performing services for the Town of Warrenton are required and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. All contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

17. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

18. INSURANCE

Contractor must provide the Town with a certificate of insurance naming the Town of

Warrenton as additional insured before work may begin. Insurance requirements are as follows:

- A. The contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the delivery of the product hereunder by the contractor, his agents, representatives, employees or subcontractors.
- B. The contractor shall provide a certificate of insurance naming the Town of Warrenton as additional insured and if requested a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

The contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project of the general aggregate shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability with limits of \$1,000,000 per accident.

SPECIAL TERMS AND CONDITIONS

- Immigration Reform and Control Act of 1986: By submitting their proposals, the offerors certify that they do not, and will not, during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Subcontracts: No portion of the work shall be subcontracted without prior written consent of the Town Manager. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Town Manager the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

- **Payment to Subcontractors:** A Contractor awarded a contract under this solicitation, who has received written consent as specified above to subcontract a portion of the work, is hereby obligated:
 - To pay the subcontractor(s) within seven (7) days of the consultant's receipt of payment from the Town Of Warrenton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - To notify the Town of Warrenton and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Town of Warrenton, except for amounts withheld as stated above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town of Warrenton.
- **Qualifications of Offerors:** The Town of Warrenton may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to the Town of Warrenton all such information and data for this purpose as may be requested. The Town of Warrenton reserves the right to inspect offerors' physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town of Warrenton further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town of Warrenton that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- **Non-Appropriation:** All funds for payments of items ordered under this agreement are subject to the availability of the Town of Warrenton's appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event of non-appropriation of funds by the Town of Warrenton for the items under this contract, the Town of Warrenton will terminate this contract. Written notice will be provided to the Contractor as soon as possible after Town of Warrenton action is completed.
- **Disputes:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contractor from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

- Protest of Award or Decision to Award: Any offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Agent no later than ten (10) days after the award announcement or the decision to award, whichever comes first. No protest shall claim that the selected offeror is not a responsible offeror. The written protest shall include the basis for the protest and the relief sought.
- Advertising: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Town of Warrenton will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Town of Warrenton or any department of the Town of Warrenton has purchased or uses its products or services.
- Audit: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Town of Warrenton, whichever is sooner. The Town of Warrenton, its authorized agents, and/or Town of Warrenton's auditors shall have full access to and the right to examine any of said materials during said period.
- Cancellation of Contract: The Town of Warrenton reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- Official Not to Benefit: Each offeror shall certify upon signing a proposal that, to the best of their knowledge, no Town of Warrenton official or employee having official responsibility for the procurement transaction or member of his or her immediate family has received or will receive any financial benefit or more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or recession of the contract made, or could affect payment pursuant to the terms of the contract.
 - Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with bid, proposal or contract, and that the Contractor failed to disclose such benefit or has inadequately disclosed it, the Town of Warrenton, as a prerequisite to payment pursuant to the contract, or any time, shall require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the offeror shall address the

disclosure of such facts to (the Request for Proposal Number should be referenced in the disclosure):

Town Manager
18 Court Street
P.O. Drawer 341
Warrenton, VA 20188

- **Ownership of Documents:** Any reports, studies, photographs, negatives, or other documents prepared by the offeror in the performance of its obligations under this contract shall be the exclusive property of the Town of Warrenton, and all such materials shall be remitted to the Town of Warrenton by offeror upon completion, termination or cancellation of this contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of offeror's obligations under this contract without the prior written consent of the Town of Warrenton.
- **Proprietary Information Clause:** Ownership of all data, materials and documentation originated and prepared for the Town of Warrenton pursuant to the RFP shall belong exclusively to Town of Warrenton and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data or material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

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EXHIBIT C

IDENTIFICATION OF TRADE SECRETS OR PROPRIETARY INFORMATION

We hereby invoke the protections afforded by §2.2-4342 (F) of the Code of Virginia for the following information provided in this proposal (please clearly identify protected sections; attach additional sheets if necessary):

[illegible]